

**Electronically Recorded**

Official Public Records

**Tarrant County Texas**

11/19/2010 11:14 AM

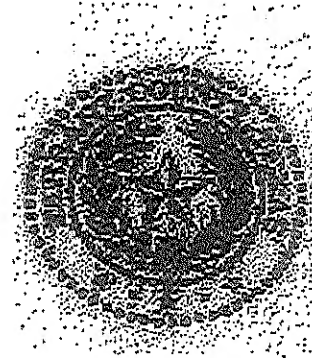
**D210287720**



Suzanne Henderson

PGS 3 \$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC  
ATTN: RECORDING TEAM  
500 TAYLOR ST. STE 600  
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**

**WARNING - THIS IS PART OF THE OFFICIAL RECORD**

ELECTRONICALLY RECORDED  
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Roger P. Bailey and wife, Dianne Bailey**, ("Lessor") executed that certain Oil, Gas and Mineral Lease dated September 25, 2007, unto DDJET Limited, LLP, which is recorded in D207439736 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration L.L.C. and Total E&P, USA, Inc. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby extended and amended as follows:

The primary term shall extend to **September 25, 2011**, and for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 5th day of November, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

**LESSOR:**

**Roger P. Bailey and wife, Dianne Bailey**

By: \_\_\_\_\_

Roger P. Bailey

By: \_\_\_\_\_

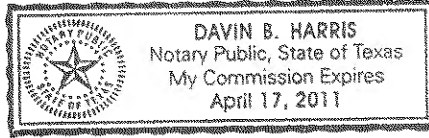
Dianne Bailey

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

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COUNTY OF TARRANT



This instrument was acknowledged before me on this the 5<sup>th</sup> day of NOVEMBER, 2010,  
by ROGER P. BAILEY

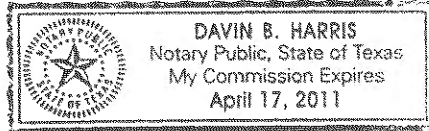
My Commission Expires: 4-17-2011  
Commission Number: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TARRANT



This instrument was acknowledged before me on this the 5<sup>th</sup> day of NOVEMBER, 2010,  
by DIANNE BAILEY

My Commission Expires: 4-17-2011  
Commission Number: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public, State of Texas